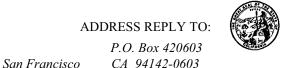
DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF LABOR STATISTICS & RESEARCH 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



SCOPE OF WORK PROVISIONS

FOR

ASBESTOS WORKER, HAZARDOUS MATERIAL HANDLER MECHANIC

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MONO, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

March 4, 2007

NOTICE REGARDING CORRECTION OF THE ADVISORY SCOPE OF WORK FOR THE NORTHERN CALIFORNIA ASBESTOS WORKER, HAZARDOUS MATERIAL HANDLER MECHANIC GENERAL PREVALING WAGE DETERMINATION

The following type work listed below, which is part of the Abatement Agreement between the International Association of Heat and Frost Insulators and Asbestos Workers Local 16 and the Northern California Chapter, Inc. Western Insulation Contractors Association and Individual Abatement Contractors, is not recognized by the Department of Industrial Relations in the February 22, 2007 issuance of the Northern California Asbestos Worker, Hazardous Material Handler Mechanic, determination NC-3-16-3-2007-1.

Lead and Mold Abatement

This type of work **SHALL NOT** apply to the *Asbestos Worker, Hazardous Material Handler Mechanic* classification. The minimum rate of pay for this type of work shall be that of the appropriate construction crafts/classifications published in the Director's General Prevailing Wage Determinations.

3-16-3

ABATEMENT AGREEMENT

between

The International Association of Heat and Frost Insulators and Asbestos Workers Local 16

and the

Northern California Chapter, Inc.
Western Insulation Contractors Association and Individual Abatement Contractors



Effective May 1, 2006 through April 30, 2010



Agreement between the Heat and Frost Insulators and Asbestos Workers Local 16

and the

Northern California Chapter, Inc. Western Insulation Contractors Association

This Agreement, made and entered into this 1st day of May 2006, by and between the International Association of Heat and Frost Insulators and Asbestos Workers Local Union 16, hereinafter referred to as the Union, and the Western Insulation Contractors Association, Northern California Chapter, Inc., hereinafter referred to as the Association, for and on behalf of the Individual Abatement Contractors who are its members and have authorized it to represent them, and such other Individual Abatement Contractors as may become signatory to this Agreement or any counterpart thereof, which Individual Abatement Contractors are hereinafter referred to as Individual Employers.

RECEIVED

Department of Industrial Relations

DEC 1 1 2006

Div. of Labor Statistics & Research Chief's Office

Article III Work Covered

- This Agreement shall cover all asbestos, lead and mold abatement, including site preparation, mobilization, preparatory clean up work, lay down, bagging, and the removal or abatement of asbestos containing materials by hand or with equipment or machinery, scaffolding, fabrication of temporary wooden barriers, assembly of decontamination stations or any other task which is directed in connection with this work.
- 12. All such work of the Individual Employer which has normally and traditionally been performed at the job site by the employees covered by this Agreement shall continue to be performed at the job site by the employees covered by this Agreement.
- 13. In the event the Individual Employer engages in the application of insulation, including fire penetrations or grease ducts, within the jurisdiction of the Union, it shall do such work within the terms and conditions of the Agreement between Northern California Chapter, Western Insulation Contractors Association and Local 16 International Association of Heat and Frost Insulators and Asbestos Workers (Master Agreement).

- 14. The written instructions of the Individual Employer shall take precedence over specifications from architects and engineers, or any other source or authority, as to the work to be performed, materials to be used or applications of work. In the absence of written instructions from the Individual Employers, however, job specifications shall be followed. In no event shall any employee be required to violate any law or regulation of any administrative body, Federal, State, or Local.
- 15. In the event of a strike under the HFI Master Agreement, work covered by this Agreement shall continue uninterrupted, all Journeyman Mechanics and Apprentices covered under the HFI Master Agreement will continue to work under this Agreement. Journeyman Mechanics and Apprentices who work during a strike concerning the HFI Master Agreement shall be paid retroactively the applicable increased wage rate for work performed during the strike.